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F I L E D
Clerk of the Superior Court

AUG 16 2017

By: R. BABERS, Deputy

Attorneys for Plaintiff JANE DOE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

JANE DOE, an individual;

Case No. 37-2017-00031169-CU-PO-CTL

Plaintiff,

v.

**PLAINTIFF JANE DOE'S COMPLAINT
FOR [1] NEGLIGENCE, NEGLIGENT HIRING,
NEGLIGENT SUPERVISION AND NEGLIGENT
RETENTION; [2] FRAUD, INTENTIONAL
MISREPRESENTATION, CONCEALMENT
AND FALSE PROMISE; [3] NEGLIGENT
MISREPRESENTATION; [4] BATTERY;
[5] SEXUAL BATTERY; [6] ASSAULT;
[7] FALSE IMPRISONMENT AND
[8] INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS**

LYFT, INC., a California corporation;
ENRIQUE GODOY, an individual; and
DOES 1 through 10, inclusive,

Defendants.

REQUEST FOR JURY TRIAL

Plaintiff JANE DOE,¹ by and through her counsel Wolfgang F. Hahn for all causes of action against defendants, and each of them, based upon the personal knowledge and on information and belief as to the acts of others, demands a jury trial for each cause of action and alleges, as follows:

PRELIMINARY ALLEGATIONS

1. This action arises out of an incident that occurred on 9 December 2016 in the City

¹ Both the U. S. Supreme Court and California courts have implicitly endorsed and permitted the use of pseudonyms to protect a plaintiff's privacy. *Roe v. Wade* (1973) 410 U.S.113, 115; *Doe v. City of Los Angeles* (2007) 42 Cal.App.4th 531.

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1 and County of San Diego, State of California. On that evening, plaintiff JANE DOE ("plaintiff DOE") was
2 falsely imprisoned and then sexually assaulted and battered by a Lyft driver named ENRIQUE GODOY
3 ("GODOY").

4 2. Defendant LYFT, INC. ("LYFT", or, "Company") is a popular and rapidly
5 expanding "ride hailing" public transportation company and common carrier, providing transportation to
6 the general public and as such, is directly liable for its negligent hiring, supervision and retention of LYFT
7 driver GODOY, directly liable for advertising misrepresentations pulling out their transportation services
8 as a safer alternative to taxis for women like plaintiff DOE, and is vicariously liable for its agents and
9 employees, such as defendant GODOY, under the doctrine of respondeat superior. Accordingly, LYFT is
10 vicariously liable for its employees' and agents' intentional and negligent torts, whether or not such acts
11 are committed within the scope of employment. Common carriers must use the highest care and vigilance
12 of a very cautious person. They are required to do all that human care, vigilance and foresight reasonably
13 can do under the circumstances to avoid harm to any of its passengers. While a common carrier does not
14 guarantee the safety of its passengers that it transports, it must use reasonable skill to provide everything
15 necessary for safe transportation, in view of the transportation used and the practical operation of the
16 business.

17 3. Since its inception in 2008, LYFT has grown rapidly into a multi-billion dollar
18 enterprise with operations throughout the United States.² LYFT's phenomenal growth is due in large part to
19 the lax hiring and security screening processes and evasion of regulations. At the same time, LYFT has
20 fraudulently marketed itself as a safer, better alternative to other methods of transportation, particularly
21 targeting young intoxicated women and late night riders.

22 4. LYFT's conduct evidences a conscious attitude and corporate policy of "profits over
23 people" characterized by a willful and annoying disregard of the rights and safety of others so basic and
24 intelligible have to be look down on and despised by reasonable people.

25
26 ² Most recently, according to LYFT's website, LYFT is valued at \$7.5 billion dollars, as a result of its
27 most recent funding round, closing at \$600 million (<https://blog.lyft.com/posts/2017/4/10/lyft-raises-new-capital-to-continue-growth>)

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PARTIES

5. Plaintiff JANE DOE is an adult who resides in San Diego California.

6. LYFT is a Delaware corporation with its principal place of business at 2300 Harrison Street, San Francisco, California 94110-2013. LYFT operates throughout the United States and internationally in approximately 552 cities nationwide, including San Diego, California

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JURISDICTION AND VENUE

7. This Court has personal jurisdiction over the defendant GODOY and venue is proper and authorized in City and County of San Diego, California, because he resides in San Diego, the acts and injury complained of herein took place in San Diego, California. Jurisdiction and venue in this Court over defendant LYFT is authorized and proper, because LYFT does business in San Diego California through drivers, such as defendant GODOY.

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Fictitious Name ("DOE") Allegations

8. Plaintiff JANE DOE is informed and believes and thereon alleges that, at all times herein mentioned, each of the defendants sued herein as a DOE defendant, was the agent and/or employee of his or her co-defendants, and at all times relevant hereto was acting in the scope and course of his or her authority as such agent, servant and employee and with the permission and consent of his or her co-defendants, whether an agent, corporation, association or otherwise, and is in some way, liable or responsible to plaintiff JANE DOE on the facts herein alleged, and proximately caused injuries and damages thereby and hereinafter alleged. At all such times as said defendants and/or their attorneys became known to plaintiff JANE DOE, plaintiff JANE DOE will seek leave of this Court to amend this Complaint to assert such true names and capacities.

9. Plaintiff JANE DOE is informed and believes and thereon alleges that, at all times herein mentioned, defendants, including all DOE defendants, and each of them, were acting as the agent, servant, independent contractor, partner, joint venturer, alter ego, successor-in-interest, and/or employee of each other, and were acting within the full course and scope of their authority as such agent, servant, contractor, partner, joint venturer, alter ego, successor-in-interest, and/or employee, and with the express and/or implied consent, knowledge or permission and ratification of the co-defendants.

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1 10. Plaintiff JANE DOE is informed and believes and thereon alleges that, at all
2 times relevant hereto, each of the fictitiously named defendants is proximately responsible, either through
3 negligence, intentional misconduct, or contractually, for plaintiff JANE DOE's injuries and damages, as
4 alleged herein, and that each such fictitiously named defendant acted as the agent of each of the other
5 defendants in this action and actively participated in the conduct and acts complained of herein.

6 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 **I. Defendant LYFT - A Transportation Networking Company**

8 11.. LYFT is a transportation networking company that provides a mobile application as
9 an online enabled platform connecting passengers with drivers using personal vehicles. LYFT is a wildly
10 popular and rapidly expanding "transportation network company", whose digital smartphone application
11 ("App") allows people to order and pay for taxi rides through their phones. Since starting in San Francisco
12 in December 2008, LYFT has grown to operate in approximately 552 cities in the United States. The
13 Company had a reported 315,000 regularly active drivers by the end of 2015. In October 2016, LYFT's
14 CEO indicated that the company was on track to complete 17 million rides for the month.

15 12. LYFT connects drivers and riders through a downloadable App called "LYFT."
16 Individuals who have downloaded the App use it to make a transportation request. LYFT matches the rider
17 with an LYFT driver who, also signed into the LYFT App, picks up the rider and drives them to a
18 destination. LYFT chooses what information to provide to the drivers and when to provide it. LYFT
19 typically does not disclose the rider's destination until the ride begins. App users must pay LYFT for the
20 ride with a credit card authorized through the App. LYFT establishes the rate for a given ride (rates are
21 variable depending on demand levels, promotional deals, and other factors), collects the fare, pays the
22 driver a share of the fare collected, and retains the remainder. LYFT drivers typically remain unaware of
23 the total amount LYFT collects for a particular ride.

24 13. To provide rides quickly and efficiently, LYFT's business model requires a large
25 pool of drivers to transport the general public. To accomplish this, LYFT solicits and retains tens of
26 thousands of non-professional drivers. LYFT markets to potential drivers on its website, where it states:
27 "Whether you're trying to offset costs of your car, cover this month's bills, or fund your dreams, Lyft will

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1 get you there. So, go ahead. Be your own boss. Keep Your Tips - Earn tips from your passengers and keep
2 the whole amount — they're yours. Make More Money - With increased Prime Time pricing during peak
3 hours, you make more with Lyft." After these drivers are hired by LYFT, LYFT makes the drivers
4 available to the public to provide transportation services through its App.

5 14. In 2016, LYFT provided more rides in San Diego County than traditional taxis did.

6 **A. LYFT - A Common Carrier**

7 15. LYFT offers to carry and transport members of the general public, and holds itself
8 out to the public generally and to provide such services for profit.

9 16. LYFT messaging and advertisements contain the statement: "Riding with Lyft costs
10 less than a taxi, which makes getting around wallet-friendly. Count on Lyft to get you around cities big and
11 small, all over the United States." Thus, LYFT communicates that it is a transportation company providing
12 rides to the general public.

13 17. In 2016, LYFT provided 160 million rides to members of the public, up from 53
14 million in 2015.

15 18. LYFT is available to the general public through the App available for anyone to
16 download to a smartphone.

17 19. Neither drivers nor riders are charged a fee to download the LYFT App. LYFT's sole
18 source of revenue is from charges to riders for trips taken.

19 20. LYFT charges customers standardized fees for car rides, setting its fare prices
20 without driver input. Drivers may not negotiate fares.

21 21. LYFT policy prohibits drivers from refusing to provide services based on race,
22 national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital
23 status, age, or sexual orientation.

24 22. LYFT expects its drivers to comply with all relevant state, federal and local laws
25 governing the transportation of riders with disabilities, including transporting service animals. LYFT
26 specially instructs its drivers on accessibility for riders with disabilities.

1 **B. LYFT Employs Tens of Thousands of Drivers Who Lack Specialized Skills**

2 23. LYFT's business model depends on having a large pool of non-professional drivers
3 to transport the general public.

4 24. There are no specialized skills needed to drive for LYFT. By its own admission,
5 anyone can drive for LYFT if they meet the minimum requirements of being over 21 years of age with a
6 valid U.S. driver license, at least one year of driving experience in the U.S., and an eligible four-door
7 vehicle. LYFT does not charge a fee for driver applications.

8 25. By its own admission, jurisdictions that have strict regulations on driver
9 qualifications make it difficult for LYFT to hire enough drivers.

10 26. LYFT controls its drivers' contacts with its customer base and considers its customer
11 list to be proprietary information.

12 27. LYFT does not charge drivers a fee to receive notifications of ride requests mediated
13 through the LYFT App.

14 28. LYFT's fare prices for rides are set exclusively by the Company and its executives.
15 Drivers' have no input on fares charged to customers. Drivers are not permitted to negotiate with customers
16 on fares charged. LYFT retains the right and the ability to adjust charges to riders if the Company
17 determines that a driver took a circuitous route to a destination.

18 29. LYFT processes the fare for each ride. It does not give the drivers information about
19 the amount of the fare charged to the riders. LYFT then pays the drivers directly.

20 30. LYFT provides auto insurance for drivers that do not maintain sufficient insurance
21 on their own. Insurance provided by LYFT covers incidents occurring while a driver is connected online
22 with the LYFT App, with coverage increasing when a rider is in the vehicle.

23 31. LYFT provides its drivers with logo stickers for their windshield and rear window
24 and trains them that these stickers must be displayed in compliance with the California Public Utilities
25 Commission ("CPUC") standards.

26 32. LYFT attempts to impose uniformity in the conduct of its drivers. LYFT policy
27 mandates that all drivers: (i) Dress professionally; (ii) Send the customers requesting rides a test message
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1 when the driver is 1-2 minutes away from the pickup location; (iii) Keep the radio either off or on "soft jazz
2 or NPR;" (iv) Open the door for riders; (v) Pick up customers on the correct side of the street where the
3 customer is standing; (vi) In some cities, LYFT requires drivers to display an LYFT sign in the windshield;
4 and (vii) LYFT encourages drivers to offer breath mints and water to riders.

5 33. LYFT retains a fee of approximately 20-25% of every ride charged to a customer.

6 34. LYFT retains the right to terminate drivers at will, with or without cause. LYFT uses
7 rider feedback to discipline or terminate drivers.

8 35. LYFT processes and deals with customer complaints regarding drivers, and
9 maintains the driver rating system used by customers.

10 36. In some locations, LYFT rewards active drivers that maintain a high acceptance rate
11 for ride requests, total number of hours online, total number of completed trips, and customer rating by
12 providing a "Power Driver Bonus" and an "Average Hourly Guarantee" that sets a specific hourly pay that
13 drivers receive, tantamount to a wage.

14 37. At times, LYFT incentivizes drivers to remain employees by paying a minimum
15 rate to log into the App, accept 90% of ride requests, and be online 50 out of 60 minutes. The result of such
16 incentive programs is that drivers are guaranteed a minimum amount of pay from LYFT regardless of
17 actual work performed, tantamount to a salary.

18 **C. Systemic Deficiencies in LYFT's Employment and Supervision of its Drivers**

19 38. In order to become a driver for LYFT, individuals apply through LYFT's website.
20 The application process is entirely online and involves filling out a few short forms and uploading photos
21 of a driver's license, vehicle registration, and proof of insurance. LYFT does not verify that the documents
22 submitted are accurate or actually pertain to the applicant.

23 39. LYFT does not verify vehicle ownership. Rather, it only requires that the vehicle is
24 registered and is not more than twelve years old.

25 40. Neither LYFT nor its third-party vendors require driver applicants to attend training
26 classes on driving skills or using mobile Apps while driving.

27 41. Neither LYFT nor its third-party vendors require driver applicants to pass road

1 vehicle tests or vision and hearing exams.

2 42. LYFT is and has been aware that its security screening processes are insufficient to
3 prevent incompetent and unsafe applicants from successfully registering as LYFT drivers.

4 43. Upon information and belief, LYFT lobbies state and local governments, to allow
5 LYFT to conduct its own background checks of driver applicants instead of having municipalities perform
6 the more stringent security screening applied to traditional taxi drivers. LYFT has successfully persuaded
7 lawmakers in several states, including California, to keep background check requirements for its drivers
8 limited.

9 44. Upon information and belief, as a direct result of LYFT's lobbying efforts, the
10 Company largely self-enforces hiring standards for its drivers in California. Where cities perform their own
11 screening, such as Houston, Texas, hundreds of driver applicants approved by LYFT are ultimately
12 rejected.

13 45. Upon information and belief, even where authorized to do so, however, LYFT does
14 not perform its own background checks. Rather, LYFT generally outsources background checks of driver
15 applicants to third party vendors that do not perform stringent background checks. The background checks
16 run potential drivers' social security numbers through databases similar to those held by private credit
17 agencies, which only go back for a period of seven years and do not capture all arrests and/or convictions.
18 The background checks conducted by private companies for LYFT do not require fingerprinting for
19 comparison against Department of Justice and Federal Bureau of Investigation databases. Neither LYFT
20 nor the third-party vendors it uses for background checks verifies that the information provided by
21 applicants is accurate or complete.

22 46. The application process to become an LYFT driver is simple, fast, and designed to
23 allow the Company to hire as many drivers as possible while incurring minimal associated costs. Such cost
24 saving, however, is at the expense of riders, especially female riders. Specifically, at no time during the
25 application process does LYFT or its third-party background check vendor, acting on LYFT's behalf, do
26 any of the following: (i) Conduct Live Scan biometric fingerprint background checks of applicants; (ii)
27 Conduct in-person interview of applicants; (iii) Verify vehicle ownership; (iv) Verify that social security

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1 numbers and other personal identification numbers submitted in the application process in fact belong to
2 the applicants; (v) Require applicants to attend training classes on driving skills; (vi) Require applicants to
3 attend training classes to prevent, harassment, including sexual harassment of customers; (vii) Require
4 applicants to attend training classes to hone skills needed to safety use mobile Apps while driving; (viii)
5 Require applicants to pass written examinations beyond basic "city knowledge" tests; (ix) Require
6 applicants to pass road vehicle tests; and (x) Require applicants to pass vision and hearing exams.

7 47. In 2015, the District Attorney of San Francisco and the District Attorney of Los
8 Angeles filed a complaint alleging that individuals who passed LYFT's security screening process and were
9 found driving for LYFT had the following felony convictions: second degree murder; lewd and lascivious
10 acts against a child under the age of 14; sexual exploitation of children; kidnapping for ransom with a
11 firearm; assault with a firearm; grand theft; robber; identity theft; burglary; and taking a vehicle without
12 consent. In connection with the litigation, the San Francisco District Attorney called background checks
13 without fingerprinting "completely worthless."

14 48. As a result of LYFT's deficient security screening, drivers who have been arrested,
15 charged, and/or convicted violent crimes, theft, armed robbery, DWI, driving with a suspended license, and
16 multiple moving violations successfully register as LYFT driver and can and do get matched with LYFT
17 ride requests through the LYFT App, exposing riders to dangerous and potentially violent situations
18 without their knowledge.

19 49. LYFT does not verify that the individual operating a vehicle is the individual
20 registered as an LYFT driver. Thus, even if applicants do not pass the LYFT security screening process, it
21 is still possible for such individuals to pick up LYFT customers as ostensible LYFT drivers.

22 50. LYFT does nothing to ensure that its drivers are not intoxicated or under the
23 influence of drugs or medication while providing transportation for LYFT customers.

24 51. LYFT does not verify whether its drivers are armed or concealing any weapons
25 when they pick up LYFT customers.

26 52. LYFT riders do not simply get into cars with strangers. Because of LYFT's deficient
27 security screening, its customers truly have no idea with whom they are riding.

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1 53. Concerns about the threats LYFT drivers pose to their riders are not merely
2 hypothetical, and this is well known to LYFT and its executives. In the years 2015 and 2016 alone, dozens
3 of crimes committed by LYFT drivers against their riders were reported, ranging from theft to sexual
4 assault, kidnapping, and rape. LYFT drivers have also been reported driving drunk.

5 54. LYFT has placed profits over safety by deliberately lowering the bar for drivers in
6 order to rapidly expand its network of drivers and thus its profits. This is a calculated decision by senior
7 executives to allow LYFT to dominate the emerging rideshare market at the expense of public safety.

8 55. LYFT has accomplished its aggressive expansion by entering inviting people
9 without skills or experience to become LYFT drivers, flouting licensing laws and vehicle safety and
10 consumer protection regulations, implementing lax hiring standards, and making it as easy as possible for
11 anyone to become and remain a driver.

12 56. Consistent with its policy of putting profits before public safety, LYFT deliberately
13 focuses its hiring and retention efforts on branding and appearances, encouraging clean dress, and
14 encouraging drivers to offer water and mints to customers, while simultaneously avoiding rigorous
15 background checks and other efforts aimed at safety.

16 **D. LYFT Fraudulently Markets Itself as a Safer, Better Alternative to Taxis**

17 57. Nevertheless, LYFT has misled and continues to knowingly mislead the public about
18 the safety and security measures it employs to protect its rider customers. Despite the known deficiencies
19 in LYFT's security screening processes, LYFT holds itself out to the public as "safe." Rather than inform
20 riders of its security failures or correct the flaws, LYFT presents itself to customers as "design[ing] safety
21 into every part of LYFT."

22 58 LYFT has misrepresented to its customers on its website that: "Safety is our top
23 priority and it is our goal to make every ride safe, comfortable, and reliable. Since the beginning, we have
24 worked hard to design policies and features that protect our community. People say they use LYFT because
25 they feel safe with our drivers, which is a product of this commitment."

26 59. LYFT has actively fostered and successfully cultivated an image among its
27 customers of safety and superiority to public transportation and traditional taxis.

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1 60. LYFT has not taken steps to correct its public image of safety. Instead, because of
2 LYFT's ongoing aggressive marketing, most LYFT customers are generally unaware of the real risks
3 represented by LYFT's own drivers, and continue to believe a ride with LYFT is a safer and better
4 alternative.

5 61. Though, in certain circumstances, a LYFT ride can be less expensive than a
6 traditional taxi, LYFT rides are often more expensive. This is true, in part, because of a practice called
7 "prime time" pricing, in which LYFT unilaterally increases its fees by a multiplier based on demand
8 conditions. While intended to ensure that rides go to those who need them most, in effect, surge pricing
9 ensures that rides during peak hours go to those willing to pay the most.

10 62. Riders, such as plaintiff DOE reasonably rely on LYFT's representations and
11 promises about its safety and security measures including driver screening and background check
12 procedures. LYFT's riders choose to utilize LYFT's service as a result of this reliance.

13 **E. LYFT's Marketing Targets Intoxicated Female Riders**

14 63. As part of marketing itself as a better, safer alternative, LYFT particularly targets the
15 market of intoxicated, late night riders. By its own admission, LYFT is "your new designated driver."

16 64. In 2016, LYFT collaborated with Budweiser to "combat drunk driving." The press
17 release goes on to state "everybody deserves a designated driver, even if you are on a tight budget."

18 65. LYFT does not inform its riders that hailing a ride after drinking also puts those
19 same riders at peril from the LYFT drivers themselves. The safe and stylish image LYFT aggressively
20 cultivates suggests to its customers that riding while intoxicated with LYFT is safer than doing the same
21 with a traditional taxi. By marketing heavily to young persons who have been drinking, while claiming that
22 rider safety is its top priority, LYFT is actually putting its customers at grave risk.

23 66. LYFT knew that its representations and promises about rider safety were false and
24 misleading, yet continued to allow its riders to believe in the truth of its representations and promises, and
25 to profit from its riders' reliance on such representations and promises.

1 **F. LYFT Knew Its Representations About Safety Were False,**
2 **and Knew that Its Hiring Processes Were Deficient**

3 67. Sexual assaults by LYFT drivers against passengers are not isolated or rare
4 occurrences. They are part of a pattern of heinous, but avoidable, attacks.

5 68. Upon information and belief, over twenty different sexual assaults by LYFT drivers
6 against LYFT passengers have been reported in the media in the last two (2) years alone. Upon, as many
7 women information and belief, due to general underreporting of sexual crimes, these media-reported
8 assaults represent only a small fracture of the number of actual sexual assaults that are perpetrated by
9 LYFT drivers against riders.

10 **II. Plaintiff JANE DOE**

11 69. Plaintiff Jane Doe ("plaintiff DOE") resides in San Diego, California.

12 70. Plaintiff DOE began using LYFT, on occasion, over the past five (5) to seven (7)
13 years after becoming persuaded that LYFT was a safe, high-quality car service. She gained this impression
14 from LYFT advertising, and from her experience taking LYFT rides with friends who already had the
15 LYFT App. She rode in cars decorated with LYFT logos and trade dress, and was impressed by the
16 deliberate appearance, which LYFT had cultivated, that these were high-end, clean cars, driven by
17 professional LYFT drivers.

18 71. From 2013 through 2016, plaintiff DOE saw numerous LYFT advertisements
19 representing that LYFT offered safer and cleaner rides than taxis provided, and that it was a safe and
20 reliable option for female passengers. She was exposed to this advertising in a variety of ways, including
21 through LYFT's emails to her.

22 72. Plaintiff DOE, as many women, have relied on, and continued to rely on, LYFT's
23 advertisements regarding safety, professionalism, and reliability in choosing to ride with LYFT on a repeat
24 basis.

25 73. On the early evening of 9 December 2016, plaintiff DOE was with a friend at his
26 home in Cardiff, when she hailed a ride through the LYFT App. At approximately 7:11 P.M., LYFT driver
27 GODOY picked up plaintiff DOE. She got into his vehicle based on her understanding that he was a
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1 professional driver, that he was a LYFT employee acting on LYFT's behalf, and that he was vetted by
2 LYFT and held to what they believed were LYFT's high standards of safety and professionalism.

3 74. Unbeknownst to plaintiff DOE, sometime between 7:37 P.M. and 11:00 AM on 10
4 December 2016, plaintiff DOE was subjected to harrowing and traumatic sexual violence and was
5 viciously and brutally raped at the hands of her LYFT driver.

6 75. Plaintiff DOE had a visible laceration on her nose and her right-hand, and significant
7 tissue damage in her vaginal region, resulting from her struggle with GODOY, physically resisting his
8 unwanted advances.

9 76. Since the incident, plaintiff DOE has been treating with a therapist for anxiety,
10 depression, feelings of guilt, and suicidal ideation resulting from the sexual assault.

11 77. Upon information and belief, on 10 December 2016, plaintiff DOE reported the
12 sexual assault to the police, and also to LYFT. Despite this report, on information and belief, defendant
13 GODOY remains an authorized LYFT driver to the present time.

14 **III. LYFT'S TERMS & CONDITIONS ARE NOT BINDING ON PLAINTIFF.**

15 78. When a prospective customer downloads the LYFT App to her phone, she is directed
16 to a screen promising "Safe, reliable rides in minutes." The registration process can be completed without
17 opening or viewing the Terms and Conditions.

18 79. At no point in time did plaintiff DOE assent to or agree to the Terms and Conditions
19 to the LYFT App.

20 80. At no point did the App require that she view the Terms and Conditions.

21 81. At no point did the App require that she open an electronic link to the Terms and
22 Conditions, nor did the App make it appear that there was a link she could follow to read the Terms and
23 Conditions.

24 82. At no point was plaintiff DOE asked to affirm that she had read the Terms and
25 Conditions.

26 83. The full Terms and Conditions were never mailed, emailed, or otherwise provided to
27 plaintiff DOE.

28 **PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 84. The Terms and Conditions are deliberately hidden, and extraordinarily difficult to
2 access, navigate, and read should a rider wish to find them.

3 85. LYFT claims that it retains the exclusive right to unilaterally change the Terms and
4 Conditions. It includes a provision in its Terms and Conditions that contractual changes are effective once
5 posted on its website.

6 86. Plaintiff DOE was not provided conspicuous notice of the existence of applicable
7 contract terms when she downloaded the App.

8 87. Plaintiff DOE was not required to, nor did she, review any applicable contract terms.

9
10 **FIRST CAUSE OF ACTION**
11 **NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT**
12 **SUPERVISION AND NEGLIGENT RETENTION**

13 **[As and Against Defendants LYFT, GODOY**
14 **and DOES 1 Through 10, Inclusive.]**

15 88. Plaintiff DOE realleges and incorporates herein by reference each and all of the
16 allegations hereinabove set forth in paragraphs 1 through 87, inclusive, of this Complaint as though fully

17 89. LYFT owed plaintiff DOE and the general public a duty of reasonable care in the
18 hiring, training, and supervision of its drivers.

19 90. LYFT breached that duty of care in the hiring, retention, and/or supervision of
20 GODOY.

21 91. GODOY was unfit and incompetent to perform the work for which he was hired.

22 92. LYFT knew or should have known at that GODOY was unfit and incompetent
23 and that this unfitness and incompetence created a particular risk to others.

24 93. GODOY's unfitness and incompetence harmed Plaintiff and LYFT's negligence
25 in hiring, supervising, and retaining GODOY was a substantial factor in causing that harm.

26 94. LYFT's negligence in hiring, supervising, and retaining GODOY was perpetrated
27 with fraud, oppression and/or malice, and was in conscious disregard of the rights and safety of others
28 including Plaintiff, such as to warrant the imposition of punitive damages pursuant to California Civil Code

PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
 NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
 PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
 AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1 section 3294.

2
3 **SECOND CAUSE OF ACTION**

4 **FRAUD, INTENTIONAL MISREPRESENTATION,**
5 **CONCEALMENT AND FALSE PROMISE**

6 **[As and Against Defendants LYFT, GODOY**
7 **and DOES 1 Through 10, Inclusive.]**

8 95. Plaintiff DOE restates, realleges and incorporates herein by reference
9 each and all of the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, and paragraphs
10 25 through 34, inclusive, of the First Cause of Action of this Complaint, as though fully set forth herein.

11 96. LYFT made false representations and false promises that banned plaintiff DOE.

12 97. LYFT falsely represented to Plaintiff DOE that it provided a safe alternative to
13 driving at night after drinking. LYFT represented that its drivers were properly screened and were safe.
14 LYFT promised that it was better and safer than a taxi or public transit. LYFT promised Plaintiff DOE the
15 safest ride possible.

16 98. LYFT falsely represented to plaintiff DOE that its rides were safe and that its drivers
17 were safe.

18 99. LYFT knew these representations were false and intended on customers like
19 plaintiff DOE to rely on them.

20 100. LYFT knew that its security screening was deficient, that its background checks
21 were below industry standards. and that its drivers were not trained or supervised, or given sexual
22 harassment and abuse standards. LYFT knew that numerous women had been assaulted by LYFT drivers.
23 LYFT knew that it was not safe for intoxicated women to get into cars with its drivers. LYFT intentionally
24 concealed these facts. and deliberately represented the opposite - that its drivers offered the safest options
25 for solo, intoxicated women seeking late night transportation.

26 101. Plaintiff DOE reasonably relied on LYFT's misrepresentations in riding with
27 Jacquez, and her reliance on LYFT's misrepresentations were a substantial factor in causing her harm. If
28 plaintiff DOE had known the facts LYFT concealed about its service. its security screening, and its drivers,

**PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 she would not have accepted a ride with GODOY. LYFT failed to provide plaintiff DOE with a safe ride.

2 **THIRD CAUSE OF ACTION**

3 **NEGLIGENT MISREPRESENTATION**

4 **[As and Against Defendants LYFT, GODOY**
5 **and DOES 1 Through 10, Inclusive.]**

6
7 102. Plaintiff DOE restates, realleges and incorporates herein by reference each and all
8 of the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, and paragraphs 25 through
9 34, inclusive, of the First Cause of Action of this Complaint, as though fully set forth herein.

10 103. LYFT had no reasonable grounds for believing the false representations it made to
11 plaintiff DOE regarding safety and reliability of its service were true. Nevertheless, LYFT intended that
12 customers including plaintiff DOE rely on its representations in choosing LYFT over other transportation
13 services and options.

14 104. Plaintiff Doe reasonably relied on LYFT's misrepresentations in riding with
15 GODOY, and her reliance on LYFT's misrepresentations were a substantial factor in causing her harm. If
16 plaintiff DOE had known the facts LYFT concealed about its service, its security screening, and its drivers,
17 she would not have accepted a ride with GODOY. LYFT failed to provide plaintiff DOE with a safe ride.

18 **FOURTH CAUSE OF ACTION**

19 **BATTERY**

20 **[As and Against Defendants LYFT, GODOY**
21 **and DOES 1 Through 10, Inclusive.]**

22 105. Plaintiff DOE restates, realleges and incorporates herein by reference each and all of
23 the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, and paragraphs 25 through 34,
24 inclusive, of the First Cause of Action of this Complaint, as though fully set forth herein.

25 106. On or about August 5, 2016, GODOY was acting as an employee of LYFT, within
26 the course and scope of that employment. As described hereinabove, LYFT controlled all details of his
27 work. In fact, as demonstrated by LYFT's roll-out of "driverless" (computer-driven) cars, GODOY' role in

28 **PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND**
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1 LYFT's transportation company was interchangeable with a robot. LYFT controlled all facets of payment,
2 payment processing, rate-setting, customer communications, feedback, branding, advertising, logos, and
3 uniformity among drivers. GODOY' work did not require specialized skill. He could be terminated at any
4 time, on LYFT's terms.

5 107. On or about August 5, 2016, GODOY was also LYFT's apparent agent. LYFT had
6 intentionally created the impression that GODOY was its agent - via its advertising, its app that assigned
7 Plaintiff to an LYFT driver, and via the logos on GODOY' vehicle. LYFT knew that Plaintiff and other
8 members of the public would not simply accept rides from strangers, but were only willing to accept rides
9 from drivers employed and vetted by LYFT.

10 108. LYFT is liable for the actions of its agents and employees directly and under the
11 doctrine of respondeat superior. LYFT is a common carrier who must carry passengers safely. As a
12 common carrier, LYFT is vicariously liable for its employees' and agents' intentional and negligent torts,
13 whether or not such acts were committed within the scope of employment. Common carriers must use the
14 highest care and vigilance of a very cautious person. They must all do that human care, vigilance and
15 foresight reasonable can do under the circumstances to avoid harm to passengers. While a common carrier
16 does not guarantee the safety of its passengers, it must use reasonable skill to provide everything necessary
17 for safe transportation, in view of the transportation used and practical operation of the business. LYFT
18 breached its duty of care in its actions towards Plaintiff.

19 109. Plaintiff DOE reasonably believed that GODOY was LYFT's agent, acting on
20 LYFT's behalf at all times during their interactions. In reliance on this belief, she accepted two rides from
21 GODOY, resulting in her injuries.

22 110. The violent acts, including sexual touching, that GODOY committed against
23 plaintiff DOE incidental to and while he was performing his job duties, amounted to a series of harmful
24 and offensive contacts and touching of plaintiff DOE's person, all of which occurred intentionally without
25 plaintiff DOE's consent.

26 111. GODOY touched plaintiff DOE with the intent to harm or offend her in violation of
27 her reasonable personal dignity.

28 **PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 112. Plaintiff DOE did not consent to the touching.

2 113. Plaintiff DOE was harmed and offended by GODOY' conduct and any reasonable
3 person in plaintiff's situation would have been offended by that conduct.

4 114. As a direct and proximate result of the aforementioned conduct, plaintiff DOE has
5 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety, humiliation,
6 and emotional distress.

7 115. As a direct and proximate result of the aforementioned, plaintiff DOE has
8 incurred economic damages, including past and future therapy and medication expenses.

9
10 **FIFTH CAUSE OF ACTION**

11 **SEXUAL BATTERY**

12 **[As and Against Defendants LYFT, GODOY**
13 **and DOES 1 Through 10, Inclusive.]**

14 116. Plaintiff DOE restates, realleges and incorporates herein by reference each and
15 all of the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, and paragraphs 25
16 through 34, inclusive, of the First Cause of Action of this Complaint, as though fully set forth herein.

17 117. Through physical force, defendant GODOY physically restrained plaintiff DOE
18 and sexually assaulted and brutally raped plaintiff DOE buy unlawfully and knowingly inflicting sexual
19 intrusion and penetration of her vagina against her will without her consent in violation of the laws of the
20 State of California,

21 118. Upon information and belief, defendant GODOY has a history of attempting to
22 commit similar acts of violence sexual assault on females and is therefore established a pattern and practice
23 of such unlawful acts.

24 119. Plaintiff DOE was harmed and offended by GODOY' conduct and any reasonable
25 person in plaintiff's situation would have been offended by that conduct.

26 120. As a direct and proximate result of the aforementioned conduct, plaintiff DOE
27 has sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,

28 **PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 humiliation, and emotional distress.

2 121. As a direct and proximate result of the aforementioned, plaintiff DOE has
3 incurred economic damages, including past and future therapy and medication expenses.
4

5 **SIXTH CAUSE OF ACTION**

6 **ASSAULT**

7 **As and Against Defendants LYFT, GODOY**
8 **and DOES 1 Through 10, Inclusive.]**

9 122. Plaintiff DOE restates, realleges and incorporates herein by reference each
10 and all of the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, and paragraphs 25
11 through 34, inclusive, of the First Cause of Action of this Complaint, as though fully set forth herein.

12 123. The violent acts, including sexual assaults, that GODOY committed against Plaintiff
13 incidental to and while he was performing his job duties, amounted to a series of events creating a
14 reasonable apprehension in Plaintiff of immediate harmful and offensive contact to her person in violation
15 of her reasonable sense of personal dignity, all of which was done intentionally and without Plaintiff's
16 consent.

17 124. GODOY acted, intending to cause harmful and offensive contact, such that Plaintiff
18 reasonably believed that she was about to be touched in a harmful and offensive manner.

19 125. GODOY threatened to touch plaintiff DOE in a harmful and offensive manner such
20 that it reasonably appeared to plaintiff DOE that GODOY was about to carry out the threat.

21 126. Plaintiff DOE did not consent to GODOY conduct.

22 127. Plaintiff DOE was harmed and GODOY' conduct was a substantial factor in causing
23 that harm.

24 128. As a direct and proximate result of the aforementioned conduct, plaintiff DOE has
25 sustained and will sustain the damages set forth hereinabove.
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PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

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SEVENTH CAUSE OF ACTION

FALSE IMPRISONMENT

**[As and Against Defendants LYFT, GODOY
and DOES 1 Through 10, Inclusive.]**

129. Plaintiff DOE restates, realleges and incorporates herein by this reference, as though fully set forth, the allegations contained in paragraphs 1 through 87, inclusive, and paragraphs 53 through 61, inclusive, of the Fifth Cause of Action of this Complaint, as though fully set forth herein.

130. Defendant LYFT's employee, GODOY, incidental to and while carrying out his job duties and other acts authorized by Uber, refused to let plaintiff DOE exit his car. As a result, plaintiff DOE was confined in his car against her will for a significant period of time.

131. GODOY intentionally deprived plaintiff DOE of her freedom of movement by use of physical barriers, force, threats of force, and menace.

132. The confinement compelled plaintiff DOE to stay in the car for some appreciable time against her will and without her consent.

133. The confinement compelled plaintiff DOE to stay in the car and to therefore be conveyed elsewhere for some appreciable time against her will and without her consent.

134. Plaintiff DOE was harmed by GODOY's conduct.

EIGHTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**[As and Against Defendants LYFT, GODOY_
and DOES 1 Through 10, Inclusive.]**

135. Plaintiff DOE restates, realleges and incorporates herein by reference each and all of the allegations hereinabove set forth in paragraphs 1 through 87, inclusive, paragraphs 25 through 34, inclusive, of the First Cause of Action and paragraphs 53 through 61, inclusive, of the Fifth Cause of Action of this Complaint, as though fully set forth herein.

PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1 136. Defendant LYFT's employee, GODOY, incidental to and while carrying out his job
2 duties and other acts authorized by LYFT, confined plaintiff DOE, initially in his car and against her will
3 and then sexually and brutally attacked or without her consent. Defendant GODOY's conduct toward
4 plaintiff DOE was so extreme and outrageous as to exceed the bounds of decency and civilized society.

5 137. GODOY intentionally abused a position of physical and apparent power, where he
6 had plaintiff DOE in his car and at his mercy to torment her and physically overpower her and sexually
7 attack her.

8 138. GODOY was fully aware that his conduct in actions were likely to result in harm
9 and physical and mental distress to plaintiff DOE.

10 139. GODOY was fully and intentionally aware and then intentionally and
11 recklessly cause plaintiff DOE to suffer severe physical, mental and emotional distress.

12 140. As a direct and proximate result of the aforementioned conduct, plaintiff DOE have
13 sustained and will continue to sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
14 humiliation and emotional distress.

15 141. Accordingly, plaintiff DOE is entitled to recovery against defendant LYFT and
16 GODOY in an amount to be determined at trial.

17 WHEREFORE, plaintiff DOE prays for judgment against defendants, and each of them, as follows:

18 **ON ALL CAUSES OF ACTION**

- 19 1. Non-economic damages, according to proof at the time of trial;
20 2. Economic damages, according to proof at the time of trial;
21 3.. Consequential damages according to proof at the time of trial;
22 4. Punitive or exemplary damages to be shown according to proof;
23 5. Prejudgment interest on all damages as permitted by law on the amount of damages
24 awarded from the time of their occurrence at the prevailing legal rate;
25 6. Reasonable attorneys' fees and costs of suit herein incurred; and
26 7. Such other and further relief as the Court deems just and proper.
27

28 **PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

WOLFGANG F. HAHN + ASSOCIATES

DATED: 14 August 2017

By:



Wolfgang F. Hahn
Attorneys for Plaintiff JANE DOE

PLAINTIFF JANE DOE'S COMPLAINT FOR [1] NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION AND
NEGLIGENT RETENTION; [2] FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT AND FOR FALSE
PROMISE; [3] NEGLIGENT MISREPRESENTATION; [4] BATTERY; [5] ASSAULT; [6] FALSE IMPRISONMENT
AND [7] INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS